

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

MASANGSOFT INC., a Korean
corporation,

Plaintiff,

vs.

JAYCE AZUA aka JOSECARLOS
AZUA, an individual; GOSU
GAMES, INC., a Delaware
corporation,

Defendants.

GOSU GAMES, INC.,

Counterclaimant,

vs.

MASANGSOFT INC.,

Counter-Defendant.

Case No.: 2:24-cv-10750-CBM-PVCx

STIPULATED PROTECTIVE ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

BASED UPON THE STIPULATION OF THE PARTIES, AND GOOD
CAUSE APPEARING, IT IS HEREBY ORDERED that any person or party

1 subject to this Order – including without limitation the parties to this action,
2 their representatives, agents, experts and consultants, all third parties
3 providing discovery in this action, and all other interested persons with actual
4 or constructive notice of this Order – shall adhere to the following terms:

5 1. **Good Cause Statement:** Discovery in this action is likely to
6 involve the production of confidential, proprietary, and competitively sensitive
7 materials regarding the video game GUNZ THE DUEL, including (a) source
8 code repositories, build pipelines, server architecture, and anti-cheat
9 methods; (b) non-public financials such as unit sales, ARPU, profit margins,
10 licensing and distribution terms, and advertising spend; (c) product
11 roadmaps, business plans, and acquisition/licensing negotiations; (d)
12 player/account data and other personal information subject to privacy
13 obligations; and (e) internal communications reflecting trade secret
14 strategies and valuation analyses. Public disclosure of these materials would
15 cause specific harms, including enabling competitors to replicate systems or
16 undercut pricing and deal terms, impairing ongoing negotiations, and
17 exposing non-public personal information. The parties cannot practicably
18 avoid producing such material while litigating their claims and defenses.
19 Accordingly, and consistent with Fed. R. Civ. P. 26(c) and Ninth Circuit
20 authority, there is good cause for a narrowly tailored protective order that
21 limits use of materials designated Confidential or Confidential/Attorneys'
22 Eyes Only under this Order to this litigation, provides a two-tier designation
23 (Confidential and Confidential/Attorneys' Eyes Only), sets a process to
24 challenge designations, and clarifies that this order does not authorize filing
25 material under seal; any sealing must comply with C.D. Cal. L.R. 79-5 and
26 applicable standards.

27 2. **Overview:** Any person or party subject to this Order who
28 receives from any other person or party any information of any kind provided

1 in the course of discovery in the action (“Discovery Material”) that is
2 designated as “Confidential” and/or “Confidential/Attorneys’ Eyes Only”
3 pursuant to the terms of this Order (“Confidential Information” or
4 “Confidential Discovery Material”) shall not disclose such Confidential
5 Information to anyone else except as expressly permitted hereunder.

6 3. **Material Designated As “Confidential”:** The person or party
7 disclosing or producing any given Discovery Material may designate as
8 “Confidential” such portion of such material as the person or party in good
9 faith believes includes information that is not available to the public and is
10 confidential, proprietary, commercially sensitive, or constitutes a trade
11 secret. The parties, or some of them, request protection of such information
12 on the grounds that if disclosed it could be harmful to the parties, or any of
13 them, and that said information, if disclosed, could be helpful to the
14 competitors of the parties, or any of them, and that said information therefore
15 requires special protection from disclosure pursuant to Fed. R. Civ. P. 26(c).

16 4. **Disclosure Of “Confidential” Materials:** No person or party
17 subject to the Order other than the producing person or party shall disclose
18 any of the Discovery Material designated by the producing person or party
19 as “Confidential” to any other person whomsoever, except to:

20 (a) the parties to this action and Protective Order, including
21 their employees and former employees;

22 (b) in-house (or corporate) legal counsel, and outside
23 attorneys retained specifically for this action, and fellow employees of each
24 such attorneys’ law firms to whom it is reasonably necessary to disclose
25 such Confidential Discovery Material;

26 (c) its author, its addressee, and any other person indicated on
27 the face of the document as having received a copy;

28 (d) any employee or agent, or former employee or agent, of

1 any sender or recipient of the document (e.g. where a Purchase Order from
2 Company A to Company B is produced in litigation by Company A, said
3 document may be disclosed to employees or agents of Company B under
4 the terms of this Protective Order).

5 (e) any person retained by a party to serve as an expert
6 witness or otherwise providing specialized advice to counsel in connection
7 with this action, provided such person has first executed a Non-Disclosure
8 Agreement in the form annexed as Exhibit A hereto;

9 (f) stenographers engaged to transcribe depositions
10 conducted in this action and their support personnel; and

11 (g) the Court and its support personnel;

12 (h) any mediator or settlement officer, whom the parties have
13 elected or consented to participate in the case.

14 (i) as required by law or court order upon notice to the
15 designating party sufficiently in advance of such disclosure to permit it to
16 seek a protective order.

17 **5. Material Designated As “Confidential/Attorneys’ Eyes Only”:**

18 The person or party disclosing or producing any given Discovery Material
19 may designate as “Confidential/Attorneys’ Eyes Only” such portion of such
20 material as the person or party in good faith believes contains especially
21 sensitive business, financial, or technical information. Such information may
22 include sales figures, customers lists, profit and loss calculations, sales
23 projections, production costs, marketing costs, overhead costs, business and
24 marketing plans, research and development information, and confidential
25 nonpublic contracts. The parties, or some of them, request protection of such
26 information on the grounds that said information is not ordinarily available to
27 the public, that said information, if disclosed, could be especially harmful to
28 the parties, or any of them, and that said information, if disclosed, could be

1 helpful to the competitors of the parties, or any of them, and that said
2 information therefore requires special protection from disclosure pursuant to
3 Fed. R. Civ. P. 26(c).

4 **6. Disclosure Of “Confidential/Attorneys’ Eyes Only” Material:**

5 No person or party subject to this Order other than the producing person or
6 party shall disclose any of the Discovery Material designated by the
7 producing person or party as “Confidential/Attorneys’ Eyes Only” to any
8 other person whomsoever, except to:

9 a) outside attorneys retained specifically for this action, and
10 fellow employees of each such attorneys’ law firms to whom it is reasonably
11 necessary to disclose such Confidential Discovery Material;

12 b) outside experts and outside consultants (including their
13 employees or clerical assistants) who are employed, retained or otherwise
14 consulted by a party or its attorneys for the purpose of analyzing data,
15 conducting studies or providing opinions to assist, in any way, in this
16 litigation and to whom it is reasonably necessary to disclose such
17 Confidential Discovery Material, provided such person has first executed a
18 Non-Disclosure Agreement in the form annexed as Exhibit A hereto;

19 c) the party producing said documents and persons affiliated
20 with the party producing said documents, including the producing party’s
21 employees and former employees (provided such former employee has first
22 executed a Non-Disclosure Agreement in the form annexed as Exhibit A
23 hereto), during the time they are testifying in deposition or at trial, or in
24 connection with written discovery requests;

25 d) Any employee or agent of any sender or recipient of the
26 document (e.g. where a Purchase Order from Company A to Company B is
27 produced in litigation by Company A, said document may be disclosed to
28 employees or agents of Company B under the terms of this Protective

Order).

e) stenographers engaged to transcribe depositions conducted in this action;

f) the Court and its support personnel

g) any mediator or settlement officer, whom the parties have elected or consented to participate in the case, and/or

h) If a party is served with a subpoena, court order, or other legal process that would compel disclosure of any materials designated “Confidential” or “Confidential/Attorneys’ Eyes Only” under this Order, the party must (i) promptly notify the Designating Party in writing and include a copy of the request; (ii) promptly notify the requesting party that the material is subject to this Order; and (iii) not produce the material until the Designating Party has had a reasonable opportunity to seek protection from the court that issued the process.

7. **Deposition Transcripts:** With respect to the Confidential portion(s) of any Discovery material other than deposition transcripts and exhibits, the producing person or party or that person’s or party’s counsel may designate such portion(s) as “Confidential” or “Confidential/Attorneys’ Eyes Only” by stamping or otherwise clearly marking as “Confidential” or “Confidential/Attorneys’ Eyes Only” the protected portion(s) in a manner that will not interfere with its legibility or audibility. With respect to deposition transcripts and exhibits, a producing person or party or that person or party’s counsel may indicate on the record that a question calls for Confidential Information, in which case the transcript of the designated testimony shall be bound in a separate volume and marked “Confidential Information Governed by Protective Order” by the reporter. Pending written designation within 30 days after the court reporter serves the transcript, the entire transcript will be treated as “Confidential.”

1 8. **Documents Under Seal:** The designation of documents or
2 information as “Confidential” or “Confidential/Attorneys’ Eyes Only” creates
3 no entitlement to file such material under seal. Any sealing request must
4 comply with C.D. Cal. L.R. 79-5 (and related L.R. 79-6, 79-7) and the Court’s
5 sealed-filing guidance.

6 9. **Separate Non-Disclosure Agreements:** Prior to any disclosure
7 of any Confidential Discovery Material to any person referred to in paragraph
8 3a, 3b, 3e, 5a, 5b, and/or 5c above, such person shall be provided by
9 counsel with a copy of this Protective Order and shall sign a Non-Disclosure
10 Agreement in the form reflected in Exhibit A hereto. Said counsel shall retain
11 each signed Non-Disclosure Agreement, and upon request produce it to
12 opposing counsel either prior to such person being permitted to testify (at
13 deposition or trial).

14 10. **Failure To Designate:** If at any time prior to the trial of this
15 action, a producing person or party realizes that some portion(s) of
16 Discovery Material that that person or party previously produced without
17 limitation, or without adequate limitation, should be designated as
18 “Confidential” and/or “Confidential/Attorneys’ Eyes Only”, that person or
19 party may so designate by so apprising all parties in writing, and providing
20 said parties with appropriately marked copies of said Discovery Material,
21 where possible, and such designated portion(s) of the Discovery Material will
22 thereafter be treated as “Confidential” and/or “Confidential/Attorneys’ Eyes
23 Only” under the terms of this Order.

24 11. **Designations In Good Faith:** “Confidential” and/or
25 “Confidential/Attorneys’ Eyes Only” material shall only include information
26 which the designating party in good faith believes will, if disclosed, have the
27 effect of causing harm to its competitive position. “Confidential” and/or
28 “Confidential/Attorneys’ Eyes Only” material shall not include information that

1 (a) was, is or becomes public knowledge, not in violation of this Protective
2 Order or any other obligation of confidentiality, or (b) was or is acquired from
3 a third party having no direct or indirect obligation of confidentiality to the
4 designating party. This Order does not confer blanket protections;
5 designations must be narrowly tailored, and over-designation may be
6 stricken.

7 **12. Objections To Designations:** Any party who either objects to
8 any designation of confidentiality, or who, by contrast, requests still further
9 limits on disclosure (such as in camera review in extraordinary
10 circumstances), may at any time prior to the trial of this action serve upon
11 counsel for the designating person or party a written notice stating with
12 particularity the grounds of the objection or request. If agreement cannot be
13 reached promptly, counsel for the objecting party may seek appropriate relief
14 from the Court in accordance with Civil Local Rule 37 and the party asserting
15 confidentiality shall have the burden of proving same. If a party disagrees
16 with or challenges the grounds or basis for the designation of any document
17 or information as “Confidential” or “Confidential/Attorneys’ Eyes Only”, that
18 party nevertheless shall treat and protect such material as “Confidential” or
19 “Confidential/Attorneys’ Eyes Only” in accordance with this Protective Order
20 unless and until all involved parties shall have agreed in writing, or an order
21 of the Court shall have been entered, that provides that such challenged
22 material may be used or disclosed in a manner different from that specified
23 for material designated as “Confidential” or “Confidential/Attorneys’ Eyes
24 Only” in this Protective Order.

25 **13. Use At Trial:** Use of materials designated “Confidential” or
26 “Confidential/Attorneys’ Eyes Only” at trial will be determined by the trial
27 judge; this Order does not govern the use of evidence at trial. However, any
28 party who wishes to have such documents treated as “Confidential” and/or

1 “Confidential/Attorneys’ Eyes Only” may renew their request for
2 confidentiality before the trial judge at the status conference, through a
3 motion *in limine* and/or as may be otherwise permitted by the court.

4 14. **Continuing Jurisdiction:** This Court shall retain jurisdiction
5 over all persons subject to this Order to the extent necessary to enforce any
6 obligations arising hereunder or to impose sanctions for any contempt
7 thereof.

8 15. **Obligations Upon Termination Of Litigation:** This Protective
9 Order shall survive the termination of the litigation. Within 30 days of the final
10 disposition of this action, including all appeals, all Discovery Materials
11 designated as “Confidential,” and/or “Confidential/Attorneys’ Eyes Only” and
12 all copies thereof, that have not been annotated, illuminated or otherwise
13 “marked-up” shall be promptly returned to the producing person or party (at
14 the producing person’s expense), if requested in writing by the producing
15 party or shall be destroyed. All documents marked “Confidential,” and/or
16 “Confidential/Attorneys’ Eyes Only” that have been annotated, illuminated or
17 otherwise “marked-up” shall not be returned, but shall be destroyed.

18 16. **Further Modifications:** Any party to this action, and any third
19 party producer may, at any time, request the modification of this Protective
20 Order, upon a noticed motion, unless emergency relief is appropriate, and
21 upon a showing of good cause.

1 17. **502(d) Clawback.** Pursuant to Fed. R. Evid. 502(d), the Court
2 orders that the inadvertent disclosure of privileged or work-product protected
3 information, regardless of care taken, shall not constitute a waiver in this
4 proceeding or any other. Upon written notice, the party who received the
5 information must promptly return or destroy all copies, and any dispute about
6 the claim of privilege will be presented under L.R. 37.

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8 **IT IS SO ORDERED.**



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10 Date: November 26, 2025

11 Hon. Pedro V. Castillo
12 United States Magistrate Judge
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EXHIBIT A
NON-DISCLOSURE AGREEMENT

I understand that access to information designated as “Confidential” or “Confidential/Attorneys’ Eyes Only” is provided to me under the terms and restrictions of a Protective Order. I have received a copy of the Protective Order, have read it, and agree to be bound by its terms. I will not mention, disclose, or use information designated as “Confidential” or “Confidential/Attorneys’ Eyes Only” that is provided to me in connection with this action except as permitted by the Protective Order.

Dated: _____

Signature: _____

Print Name: _____

Title: _____

Company: _____